



**CITY OF LAKE FOREST**

**REQUEST FOR QUALIFICATIONS  
FOR  
ON-CALL PROFESSIONAL CONSULTING SERVICES**

**FEBRUARY 2015**

# **CITY OF LAKE FOREST**

## **REQUEST FOR QUALIFICATIONS**

With Lake Forest operating as a contract City, there currently exist a large number of contracts for services. Contracts for professional services are considered to be common for planning, design, administration and inspection for capital projects, as well as for special profession investigations and reports. One of the City's standard practices associated with contracting for professional services is to update the City's pre-qualified consultant list on a 2-year cycle.

The City of Lake Forest ("City") seeks qualification statements from qualified firms to provide professional consulting services relative for the following project categories:

1. Street and Intersection Design
2. Geotechnical / Soils Engineering
3. Surveying/Right-of-Way
4. Landscape Design
5. Flood Control
6. Traffic Engineering
7. Water Quality/Environmental
8. Construction Administration/Construction Inspection

Responses must conform with the requirements of this Request for Qualifications (RFQ). The City reserves the right to waive any irregularity in any Statement of Qualifications (SOQ) or to reject any SOQ which does not comply with this RFQ. Modification to the RFQ including, but not limited to, the work to be performed can be made only by written addendum issued by the City. Selection of pre-qualified firms will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting an SOQ, the interested firm agrees to all of the terms of the RFQ and Agreement (Appendix A), unless exceptions to the RFQ or Agreement are stated by the firm in its SOQ. The successful firm will be required to enter into an Agreement which will include the requirements of this RFQ as well as other requirements. The City reserves the right to reject any SOQs, exceptions or changes to the Agreement, or Request for Qualifications.

## 1. **ABOUT THE CITY**

The City of Lake Forest is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 82,000. It is the County's thirty-first city and the second largest city within the Saddleback Valley, encompassing 16.6 square miles. The City of Lake Forest's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the first and third Tuesdays of each month.

The firm's principal contact with the City of Lake Forest will be Douglas A. Erdman, P.E., Principal Civil Engineer, (949) 282-5233 who will coordinate the assistance to be provided by the City of Lake Forest to the submitting firm.

City Hall is located at 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630. The telephone number is (949) 461-3400, and the fax is (949) 461-3511. The City website address is [www.lakeforestca.gov](http://www.lakeforestca.gov).

## 2. **STATEMENTS OF QUALIFICATIONS SCHEDULE**

The schedule is as follows:

SOQs Due at City Hall

**March 26, 2015, 4:00 p.m.**

## 3. **PROCEDURE FOR SUBMITTING STATEMENTS OF QUALIFICATIONS**

### A. **Time, Place and Format**

SOQs must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. SOQs received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected.

SOQs must:

- not be folded, tabbed or bound
- show page numbers for all pages in the SOQ

- include 4 copies punched for a standard 3-ring binder (place copies in binder clips)
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
  - ◊ states "**Consultant Services Statement of Qualification**" (SOQ)"
  - ◊ identifies the firm
  - ◊ states the number of the envelope and the total number of envelopes submitted by the interested firm
- the envelope must be addressed as follows:
 

City of Lake Forest  
Attn: City Clerk  
25550 Commercentre Drive, Suite 100  
Lake Forest, CA 92630
- the successful firm must submit the SOQ in electronic format (MS Word or other format acceptable to the City) in addition to the paper copy, upon request.

If hand delivered, address as above and deliver to the City Clerk receptionist on the first floor of City Hall.

SOQs must address the requirements of the RFQ as set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Opening of Responses

All SOQs will be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Appendix E.

Provide a brief description, limited to one page, of the firm's past experience and performance on comparable work to be performed, and any related information you would like the City to consider when evaluating the SOQ.

#### B. Summary Sheet

Provide a fully-completed Summary Sheet, provided as Appendix B to this RFQ. Use the Summary Sheet provided and do not re-type. The Summary Sheet is accessible electronically on the City's website at [www.lakeforestca.gov/proposals](http://www.lakeforestca.gov/proposals).

C. Category Ranking

Complete the Category Ranking Sheet provided as Appendix D to this RFQ by ranking project categories in your order of preference. More detailed instructions can be found on the Category Ranking Sheet.

D. Responsible Personnel

Provide the resumes of the personnel (up to ten) who would be assigned to the work to be performed, including the management contact ("Principal in Charge") with the City and the person responsible for day-to-day work ("Project Manager") on the account. Each resume should include name, title, experience, qualifications, and length of employment with the firm, and be limited to one page in length.

E. References

1. List similar services performed for other public agencies (not to include the City of Lake Forest) within the last five years. For each reference, provide the name of the agency and a brief (two paragraph) description of the project and services performed, including when performed. Also provide the name and telephone number of the person(s) who can be contacted with regard to the services you have provided.
2. Additionally, list all public agencies for which contracts were terminated in the last three years. Provide the agency name and contact information. Provide a brief explanation of the reason(s) for termination.

F. Certification of SOQs

Return the Certification of Statement of Qualifications, provided as Appendix C, with a properly executed original signature.

**4. GENERAL REQUIREMENTS**

A. Agreement

Attached as part of this RFQ is the Agreement (Appendix A) expected to be executed by the City and the selected firm. Any

exceptions to the Agreement must be stated in the SOQ. Any submission of an SOQ without objection to the Agreement indicates understanding and intention to comply with the Agreement.

B. License to Practice in California

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in California.

C. Personnel

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. The personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Firm specialists identified in response to the RFQ can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.

Other staff personnel may be changed at the discretion of the interested firm provided that replacements have substantially the same or better qualifications or experience.

D. Right to Request Additional Information

During the evaluation process, the Selection Committee and City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from the interested firms, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting SOQs may be requested to make oral presentations as part of the evaluation process.

E. Right to Reject SOQs

Submission of an SOQ indicates acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the SOQ submitted and confirmed in the Agreement

between the City and the firm selected. The City reserves the right without prejudice to reject any or all SOQs.

F. Request for Qualifications Interpretations and Addenda

Any changes to or interpretation of the RFQ by the City will be posted on the City's website at [www.lakeforestca.gov/proposals](http://www.lakeforestca.gov/proposals) and any such changes shall become a part of the RFQ for incorporation into any agreement awarded pursuant to the RFQ.

G. Public Record

All SOQs submitted in response to this RFQ will become the property of the City of Lake Forest and a matter of public record.

H. Conflict of Interest

By signing the Agreement, the successful firm declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

I. Confidential Information.

The City shall refrain from releasing firm's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify firm of its intention to release Proprietary Information. Firm shall have five (5) working days after receipt of the Release Notice to give City written notice of firm's objection to the City's release of Proprietary Information. Firm shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall

not release the Proprietary Information after receipt of the Objection Notice unless either: (1) firm fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

## **5. DESCRIPTION OF SERVICES**

### **A. General**

The City will appoint designated Consultants to provide contract support services under the direction of the City's Director of Public Works/City Engineer.

### **B. Administrative Duties**

1. When directed, prepare written reports and attend meetings and present information to the City Council, Parks and Recreation Commission or Planning Commission.
2. When directed, analyze the City's needs, prepare and administer long- and short-range capital improvement programs consistent with the economic capabilities of the City.
3. Attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
4. When directed, review and provide written comments on planning programs and land development matters.
5. When directed, recommend regulations and ordinances pertaining to landscape architectural matters.
6. When directed, provide technical advice to City personnel assigned to public works activities.
7. Establish working relationships and coordination with other public agencies, the public and utility companies involving public works, municipal engineering, and landscape matters.

### **C. Development Review**



1. Review, check and provide written recommendation on land use applications to the Director of Public Works/City Engineer.
2. Review tentative maps and other proposed development submittals and provide recommendations as to public works, municipal engineering, and landscape matters.
3. Check all improvement plans for public works, municipal engineering, and landscape improvements under the jurisdiction of City.
4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of development review.
5. Provide field observation as a City Agent during the construction of such improvements by private developers and at the proper time, recommend notices of completion and acceptance of the work.
6. Provide such necessary and related functions as are the normal practice of City in the review of private developments.

D. Construction Inspection

1. As a City Agent, receive and process requests for inspection services.
2. As a City Agent, provide construction and maintenance observations associated with work performed within City streets, medians, slopes and parks
3. Check engineering plans and specifications, and provide construction administration and observation for City projects designed by others.
4. Provide on-call Construction Contract Administration and Construction Inspection (CA/CI)

E. Capital Projects

As requested, perform the following services:

1. Prepare plans and specifications for City projects.
2. Provide design, construction administration and observation services for City projects.
3. Provide special reports regarding such matters as capital improvements, construction materials, and maintenance.
4. Provide special landscape architecture reports regarding such matters as landscape image, aesthetics, materials and maintenance.
5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permit requirements.]

## APPENDIX A

### CITY OF LAKE FOREST

#### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

##### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 25550 Commercentre Drive, Suite 100, Lake Forest, California, 92630 ("City") and **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

##### 2. RECITALS.

###### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **[INSERT TYPE]** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **[INSERT TYPE]** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

###### 2.2 Project.

City desires to engage Consultant to render such professional **[INSERT TYPE]** consulting services for the **[INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

##### 3. TERMS.

###### 3.1 Scope of Services and Term.

**3.5.1 General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **[INSERT TYPE]** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE: Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]**

3.5.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. **\*\*\*INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.\*\*\*** Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.5.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.5.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.5.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

3.5.5 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.5.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.5.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors,

officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.5.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.5.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in Section 3.2.12.2 of this Agreement, Consultant shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Lake Forest Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). Sections 5, 7, and 8 of the DAMP contain requirements related to design and construction of public projects. Consultant shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/local\\_implementation\\_plan\\_%28lip%29.asp](http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp)

More information on the applicable WQMP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/water\\_quality\\_management\\_plan\\_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT AMOUNT WRITTEN OUT]** (\$**[INSERT NUMBER]**) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may approve additional work not to exceed 10% of the original Agreement compensation, (**insert 10% dollar amount (\$XXXXX)**), as set forth in Section 3.3.1. Any additional work in excess of this amount shall be approved by the City Council.

**[Small Dollar – Insert this in place of second to last sentence, otherwise delete:** The City Manager may approve Extra Work not to exceed a total contract amount of thirty thousand dollars (\$30,000). Any Extra Work which causes the total contract amount to exceed thirty thousand dollars (\$30,000) shall be approved by the City Council.]

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **[INSERT "If" or "Since"]** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT "If" or "Since"]** the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and



accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]  
[INSERT STREET ADDRESS]  
[INSERT CITY STATE ZIP]  
ATTN: [INSERT NAME AND TITLE]

City: City of Lake Forest  
25550 Commercentre Drive, Suite 100  
Lake Forest, CA 92630  
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **3.5.3 Ownership of Materials and Confidentiality.**

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the

successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF LAKE FOREST**

**[INSERT NAME]**

By: \_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO  
SIGNATURES, President **OR** Vice  
President **AND** Secretary **OR**  
Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "A-I"**  
**FEDERALLY REQUIRED PROVISIONS FOR SERVICES**

**[INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF  
FEDERAL FUNDS FOR THE SERVICES; OTHERWISE  
ALWAYS DELETE ENTIRE EXHIBIT "A-I"]**



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**EXHIBIT "C"**  
**COMPENSATION**

**[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW:** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.]

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

#### 1.1. Insurance.

1.1.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **[\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written

on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

1.1.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written

notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions):

(1) Cancellation:

Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Contractual

Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation:

(1) Cancellation:

Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of

Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers,

employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to

commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

APPENDIX B  
SUMMARY SHEET

**The Summary Sheet is accessible electronically on the City's website at:**  
**[www.lakeforestca.gov/services/businesses/proposals.asp](http://www.lakeforestca.gov/services/businesses/proposals.asp)**

First Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of Years in Existence: \_\_\_\_\_

***Management Contact (person responsible for direct contact with the City of Lake Forest and services required for this Request for Qualifications):***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



***Project Manager (person responsible for day-to-day servicing of the account):***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of services performed by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### **CERTIFICATION OF STATEMENT OF QUALIFICATIONS TO THE CITY OF LAKE FOREST**

1. The undersigned hereby submits its SOQ and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualification (RFQ), dated February 2015 and to be bound by the terms and conditions of the RFQ.
2. This firm has carefully reviewed its SOQ and understands and agrees that the City is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all SOQs and to waive any informality or irregularity in any SOQ received by the City.
4. The SOQ includes all of the commentary, figures and data required by the Request for Qualification, dated February 2015.
5. SOQs must be updated every two years. Firms will receive a letter from the City to update SOQs at that time. If there are no changes, a statement confirming that the previously submitted SOQ on file is up to date. At any time during the process, existing firms may contact the City to advise of any changes. New firms may submit SOQs at any time.
6. This firm has carefully read and fully understands all of the items contained in Section 5, General Requirements. This firm agrees to all of the general requirements except for those listed on an attachment.

Name of Firm:\_\_\_\_\_

By:\_\_\_\_\_  
(Authorized Signature)

Type Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## APPENDIX D

### CATEGORY RANKING SHEET

Firms must rank each project category using a 1 through 8 scale, with preference 1 as a first priority. Firms that are not interested in being considered for one or more project categories, enter "n/a" in the appropriate box.

PROJECT CATEGORIES	RANK (1-8)
Street and Intersection Design	
Geotechnical/Soils Engineering	
Surveying/Right-of-way	
Landscape Design	
Flood Control	
Traffic Engineering	
Water Quality/Environmental	
Construction Administration/Environmental	

**APPENDIX E**  
**PUBLIC WORKS DEPARTMENT**  
**DESIGN TEAM CONSULTANT SELECTION PROCEDURE**

The consultant selection process consists of three phases:

**Phase 1- Establishment of Design Consultant Vendor List**

1. The City maintains a list of prequalified consultants that is updated every two years. Consulting firms on the list are asked to submit an updated Statement of Qualifications (“SOQ”) or a statement confirming the SOQ on file with the City is current and is to remain on the prequalified list.

New vendors requesting to be on the prequalification list may submit a statement of qualifications to the City anytime throughout the year.

2. All consultant SOQs must meet the mandatory elements listed below. Vendors meeting the mandatory elements will be placed on a prequalified list and would be eligible to receive a Request For Proposals (“RFP”) for projects the ensuing fiscal years. Firms not meeting all three requirements will not be added to the list of prequalified vendors to be considered to receive RFPs.

The mandatory elements required are:

- a. The firm is independent and properly licensed to practice in California.
  - b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - c. The firm adheres to the instructions in the City’s Request For Qualifications (“RFQ”) on preparing and submitting the SOQ.
3. The RFQ separates projects in the Capital Improvement Projects Budget into several categories based on project type. SOQ firms are required to indicate a firm’s desire to provide services in each project category by ranking the categories in order of preference. Upon meeting the mandatory elements, the firms will be placed on a list indicating their preferred fields of expertise.

## **Phase 2- Selection of firms to receive a Request for Proposals**

1. Once Public Works determines a project needs a design consultant to perform work in related field of expertise for a project, a memorandum is submitted to the City Manager for approval of a Selection Committee consisting of staff from multiple departments to review and evaluate the SOQs placed in the category needed for the project.
2. The Selection Committee will review the SOQs using the point formula outlined under the Qualitative Evaluation category and individually score SOQs based on the project needs. The Selection Committee will convene to discuss these evaluations and combine the individual scores to arrive at an average composite SOQ score for each firm. Firms must have a minimum average score of 70 points in the Expertise and Experience category of the Qualitative Evaluation to be eligible for further consideration.
3. The Selection Committee assigns a maximum total score of 180 points based on three criteria (Expertise and Experience, Project Category Preference Ranking, and Recent Work for City).

### **Qualitative Evaluation:**

#### **A. Expertise and Experience (Maximum Points = 100)**

- a. The firm's past experience and performance on comparable private/government engagements.
- b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

#### **B. Project Category Preference Ranking (Maximum Points = 60)**

The firm's indication of their desire to provide services in each project category by order of preference:

Preference 1 = 60 points  
Preference 2 = 53 points  
Preference 3 = 45 points  
Preference 4 = 38 points  
Preference 5 = 30 points  
Preference 6 = 23 points  
Preference 7 = 15 points  
Preference 8 = 8 points  
Not Applicable = 0 points

C. Recent Work for City ranking (Maximum Points = 20)

The latest date in which the City has contracted with the firm for professional services.

Never = 20 points  
Date  $\geq$  3 years = 15 points  
Date  $\geq$  2 years = 10 points  
Date  $\geq$  1 year = 5 points  
Date  $\leq$  1 year = 0 points

4. A firm's rank within the category is the major factor in determining the significance of the project for which that firm will be considered. Project significance is measured in terms of cost, visibility and community interest, importance to the community, and technical complexity. The pool of competing consultant firms for each project should possess the ability and resources that most closely match the needs of the project.

A firm may be eliminated as a potential candidate for a given project based on the following factors:

- The firm's quality of work on past City projects indicates an inability to perform the required services to the City's standards.
- The firm's SOQ indicates that the firm's abilities and resources do not closely match the needs of the project.
- The firm is already being considered as a candidate for another Public Works project.

5. Using the Selection Committee's rankings, the number of firms selected to receive the RFP for each project will vary based on the project cost.

Project Cost	Competing Firms
<\$100,000	4
\$100,000 - \$500,000	5
>\$500,000	6

### **Phase 3- RFP Evaluation and Consultant Selection**

For professional services projects greater than \$30,000, the RFP must be approved by the City Council. Projects under \$30,000 may be approved by the City Manager. Once the RFP is approved by the City Council or City Manager, the Director of Public Works will distribute the RFP to the approved firms within the project category.

Proposals are received by the City Clerk and transmitted to a Public Works' project manager who will subsequently distribute the proposals to the Selection Committee for review.

1. For each project, the Selection Committee evaluates proposals in accordance with the RFP process. Firms must demonstrate competence and possess the professional qualifications necessary for the satisfactory performance of the service required. The Selection Committee ranks the finalists based upon the contents of the technical proposal and oral interview (if held). Firms must score a minimum of 70 points on the written technical proposal to be eligible for further consideration.
2. For the purpose of determining if the fees are fair and reasonable for the type of services to be performed, the panel reviews the fee proposals of the firms that achieved a minimum score of 70 points.
3. The first ranked firm will be contacted for any further contract scope and fee clarifications. If an agreement cannot be reached, a similar process will be undertaken with the second ranked firm. The process will be repeated until an agreement can be reached.
4. Public Works will contact references for the first ranked firm(s) depending upon the outcome of the technical proposal and discussions.

5. Upon completion of staff's evaluation and completion of a professional services agreement, a recommendation for contract award and execution is submitted to the City Council or City Manager for approval.